HUSBAND AND WIFE—SUBROGATION OF WIFE TO RIGHTS OF CREDITORS FOR NECESSARIES.—Defendant and plaintiff were husband and wife living in New York. Defendant went to New Jersey, abandoning plaintiff, and neglected to provide her and the children with necessaries. Unable to procure goods on his credit, because he had none, plaintiff was forced to purchase needed articles, with her own earnings, eked out by a small inheritance. She sought in this action to recover the money so paid. *Held,* the wife could recover, on the theory of *subrogation* to the rights of the tradesmen who had furnished the necessaries. *DeBrauwere* v. *DeBrauwere* (1910), 126 N. Y. Supp. 221.

There seems to be no precedent in the books for such an action. Under a statute similar to the Married Woman's Act of New York, it has been held that the wife cannot recover damages from the husband for refusal to support. *Decker* v. *Kedly,* (Alaska) 148 Fed. 681, 79 C. C. A. 305. If that holding is sound, recovery should not be permitted, because of a variation in theory, on the facts shown here. Moreover, the propriety of employing the doctrine of subrogation may well be doubted. The "creditors" through whom the wife claimed made no contract with the husband, but with the wife personally. Since they did not rely on his credit, and were paid by the party with whom they contracted, it is difficult to see how the tradesmen acquired any rights against the husband, to which plaintiff could be subrogated, *Skinner* v. *Tirrell,* 159 Mass. 474, 34 N. E. 692, 21 L. R. A. 673, 38 Am. St. Rep. 447, unless, perhaps, a statute has created a special liability, cf. *Edminston* v. *Smith,* 13 Idaho 645, 92 Pac. 842, 14 L. R. A. (N. S.) 871. However, some courts have gone far in giving a remedy by subrogation to third persons who have loaned the wife money with which to buy necessaries. *Kenyon* v. *Farris,* 47 Conn. 510, 36 Am. Rep. 86; *Leuppie* v. *Osborn,* 52 N. J. Eq. 637, 29 Atl. 433. But it would seem that the more logical way to work out the wife's equity to the desired result would be through her own right against the husband, as for money paid to his use, or for damages to her separate property by his failure to support.

INN-KEEPERS—LIABILITY FOR GOODS OF GUEST—TERMINATION OF LIABILITY.—P, a guest at D's hotel, about 4 p. m. paid his bill which included charges up to six o'clock that evening, and left the hotel without any intention of returning. He placed a list of his baggage in the hands of one of the servants of the hostelry, with instructions to turn the various pieces over to a transfer man who would call. The express man came around about five o'clock, and D's porter was negligent in not verifying the number of pieces with the list, and a valuable suit case with contents was lost. Action for damages. *Held,* that the relation of inn-keeper and guest, and the former's extraordinary liability as an insurer, did not terminate as soon the guest paid his bill and left the hotel with the intention of not returning, since the guest had a reasonable time thereafter in which to remove his baggage. *Kaplan* v. *Titus* (1910), 125 N. Y. Supp. 397.

The courts are by no means harmonious as to the liability that an inn-keeper assumes concerning the property of his guest. Three distinct views are entertained. Most courts hold that the inn-keeper is an insurer of the